

United States Court  
Southern District of Texas  
FILED

**JAN 23 2015**

**David J. Bradley, Clerk of Court**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

**PLAINS MARKETING, L.P.**

**V.**

**RADIANT ACQUISITIONS 1, L.L.C.,  
CENTAURUS CAPITAL, L.P.,  
BIG RIVER OILFIELD SERVICES, L.L.C.,  
VITAL OILWELL SERVICES, L.L.C.,  
WHITE'S "T&G" OILFIELD SUPPLY, INC.,  
RUSSELL PACKERS AND SERVICES, INC. AND  
ALPHA OILFIELD ELECTRIC, L.L.C.; ET AL**

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CIVIL ACTION No. \_\_\_\_\_

## ORIGINAL COMPLAINT IN INTERPLEADER

Plaintiff Plains Marketing, L.P. (“Plaintiff” or “Plains”) files this Original Petition for Interpleader and includes Radiant Acquisitions 1, L.L.C., Centaurus Capital, L.P., Big River Oilfield Services, L.L.C., Vital Oilwell Services, L.L.C., White’s “T&J” Oilfield Supply, Inc., Russell Packers and Services, Inc., Alpha Oilfield Electric, L.L.C. and Crofford Welding and Machine Works, Inc. as claimants to the amount to be interplead (collectively “Defendants” or “Claimants”):

## I. PRELIMINARY STATEMENT

This is an interpleader action involving oil production payments due and owing by Plains to Radiant Acquisitions 1, L.L.C. held by Plains due to various claims and liens filed involving several oil interests of Radiant. Plains seeks to deposit into the registry of the Court all sums due and owing Radiant Acquisitions 1, L.L.C. as of December 31, 2014 and any future oil sales proceeds that accrue during the time that this Complaint is pending so the Court can determine who is entitled to the same.

## **II. Parties**

1. Plains is a limited partnership organized under the laws of the State of Texas. Its general partner is Plains GP LLC, which is a company organized under the laws of the State of Texas with its principal place of business in Houston, Harris County, Texas.

2. Defendant Radiant Acquisitions 1, L.L.C. ("Radiant") is a limited liability company organized under the laws of the State of Louisiana with its principal place of business in Houston, Harris County, Texas. Radiant has agreed to appear voluntarily within thirty (30) days of filing this action so service of process is not necessary.

3. Defendant Centaurus Capital, L.P. ("Centaurus") is a limited partnership organized under the laws of the State of Texas. Its general partner is Centaurus Holdings, LLC, which is a limited liability company organized under the laws of the State of Texas with its principal place of business in Houston, Harris County, Texas. Centaurus has agreed to appear voluntarily within thirty (30) days of filing this action so service of process is not necessary.

4. Defendant Big River Oilfield Services, L.L.C. ("Big River") is a limited liability company organized under the laws of the State of Louisiana with its principal place of business at 1516 Murray Drive, Vidalia, Louisiana 71373. Big River may be served with process by serving its registered agent, Steven Ford, 1516 Murray Drive, Vidalia, Louisiana 71373.

5. Defendant Vital Oilwell Services, L.L.C. ("Vital") is a limited liability company organized under the laws of the State of Louisiana with its principal place of business at 4430 U.S. 84, Vidalia, Louisiana. Vital may be served with process by serving its registered agent, John Whitty, 9095 Airline Highway-US 190, Livonia, Louisiana 70755.

6. Defendant White's "T&J" Oilfield Supply, Inc. ("White's T&J") is organized under the laws of the State of Louisiana with its principal place of business at 3611 Hwy 84 West, Jonesville, Louisiana. White's T&J may be served with process by serving its registered agent, Randy T. White, 145 Deer Hunter Lane, Jonesville, Louisiana 71343.

7. Defendant Russell Packers and Services, Inc. ("Russell") is organized under the laws of the State of Louisiana with its principal place of business at 3633 Louisiana 129, Jonesville, Louisiana. Russell may be served with process by serving its registered agent, Wilma Elizabeth Bingham Russell, 707 Ellard Road, Jonesville, Louisiana 71343.

8. Defendant Alpha Oilfield Electric, LLC ("Alpha") is a limited liability company organized under the laws of the State of Louisiana with its principal place of business at 511 Patsy Brown Road, Monterey, Louisiana. Alpha may be served with process by serving its registered agent, Johnny R. Lee, 511 Patsy Brown Road, Monterey, Louisiana 71354.

9. Defendant Crofford Welding and Machine Works, Inc. ("Crofford") is a company organized under the laws of the State of Louisiana with its principal place of business at 503 Highway 131, Vidalia, Louisiana. Crofford may be served with process by serving its registered agent, Darrell Mark Crofford, 1171 Moose Lodge Rd, Vidalia, Louisiana 71373.

### **III. Jurisdiction and Venue**

10. This action is brought pursuant to 28 U.S.C. § 1335.

11. Jurisdiction is proper because the amount in controversy exceeds the jurisdictional amount and a) two (2) or more adverse claimants are of diverse citizenship, b) two (2) or more claimants are claiming to be entitled to the funds held by Plains and c) Plains agrees to deposit the funds into the registry of the Court and Plains agrees to comply with the future order or judgment of the Court concerning these funds.

12. Venue is proper in this Court pursuant to 28 U.S.C. § 1397 because at least one (1) of the Claimants is a resident of this judicial district.

13. This Court has personal jurisdiction over each claimant. 28 U.S.C. § 1361.

#### IV. Facts

14. Plains seeks to deposit into the registry of the Court \$487,352.01 credited to Radiant as of December 31, 2014 together with any future crude oil sales proceeds that accrue to the credit of Radiant while this litigation is pending (the "Stake"), from oil purchases credited to Radiant in Louisiana and Mississippi. Plains does not purchase natural gas at the wellhead and is not holding any proceeds attributable to gas sales that may be due Radiant, if any.

15. Plains has previously withheld payment to Radiant of the Stake (or any portion thereof) due to competing conflicting claims and liens of the Claimants to the Stake. By reason of these conflicting claims, Plains is in doubt as to which Claimant is entitled to payment and if entitled, what amount should be paid.

16. Centaurus Claim- By First Lien Credit Agreement dated October 4, 2013 and related loan and security documents, Centaurus loaned Radiant over \$30 million secured by a blanket first lien and security interest on all of Radiant's assets, including the oil and gas properties that produced the Stake and the proceeds of production that represent the Stake. Radiant owes Centaurus over \$37 million under the First Lien Credit Agreement and is in default under the agreement.

17. Big River Claims- In 2014, Big River filed liens on certain oil and gas properties of Radiant in the amount of \$211,395.36. Big River forwarded the liens to Plains demanding payment by Plains directly to Big River of any amounts held by Plains, including the Stake, for moneys Big River claims is due and owing to Big River by Radiant.

18. Vital Claims- In 2014, Vital filed liens on certain oil and gas properties of Radiant in the amount of \$308,285.00. Vital forwarded the liens to Plains in an attempt to have the liens paid out of any amounts due to Radiant held by Plains, including the Stake.

19. White's T&J Claims- In 2014, White's T&J filed liens on certain oil and gas properties of Radiant in the amount of \$162,130.88. White's T&J forwarded the liens to Plains in an attempt to have the liens paid out of any amounts due to Radiant held by Plains, including the Stake.

20. Russell Claims- in 2014, Russell filed liens on certain oil and gas properties of Radiant in the amount of \$21,483.50. Russell forwarded the liens to Plains in an attempt to have the liens paid out of any amounts due to Radiant held by Plains, including the Stake.

21. Alpha Claims- in 2014, Alpha filed liens on certain oil and gas properties of Radiant in the amount of \$7,119.43. Alpha forwarded the liens to Plains in an attempt to have the liens paid out of any amounts due to Radiant held by Plains, including the Stake.

22. Crofford Claim- in 2014, Crofford made a claim and stated it would file a lien on certain oil and gas properties of Radiant in the amount of \$2,691.56. Crofford contacted Plains in an attempt to have the liens paid out of any amounts due to Radiant held by Plains, including the Stake.

23. Plains has been placed on notice of liens and conflicting claims (excluding the claims of Centaurus) in the amount of \$713,105.73, which meets or exceeds the amount of the Stake. Thus this interpleader is necessary and proper to determine who is entitled to what portion of the Stake, if any.


#### V. Prayer

24. Plaintiff prays this Court will ORDER, ADJUDGE, DECREE and DECLARE:

- a. That the Defendants and any representatives of the Defendants be required to file in this civil action their respective claims to the Stake or to such portion as each may claim.
- b. That Plaintiff having paid into the Registry of this Court the Stake, being the full amount withheld due and owing to Radiant at this time, be discharged from all liability to Defendants in this amount.
- c. That this Honorable Court grant unto the Plaintiff such other and further relief, at law and in equity, to which it may be entitled.

Respectfully submitted,

**PLAINS MARKETING, L.P.**  
**BY PLAINS GP LLC**  
**ITS GENERAL PARTNER**

  
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